

COUNTY OF LOS ANGELES

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Director

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Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



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DEPARTMENT OF MENTAL HEALTH

<http://dmh.co.la.ca.us>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
Fax: (213) 386-1297

September 23, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO
DEPARTMENT OF MENTAL HEALTH LEGAL ENTITY AGREEMENT WITH
WESTSIDE CENTER FOR INDEPENDENT LIVING, INC.
FOR FISCAL YEARS 2004-2005 AND 2005-2006
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health or his designee to prepare, sign, and execute Amendment No. 1 (substantially similar to the Attachment) to the Department of Mental Health (DMH) Legal Entity (LE) Agreement No. DMH-01849 with Westside Center for Independent Living, Inc. (WCIL) for the provision of Peer Advocacy Training in Fiscal Years (FYs) 2004-2005 and 2005-2006. The Amendment to increase the Maximum Contract Amount (MCA) for WCIL for FY 2004-2005 and FY 2005-2006 by \$50,000 from \$92,599 to \$142,599, will be fully funded with \$50,000 each year in budgeted Sales Tax Realignment revenue. Funding for FY 2004-2005 is included in the DMH 2004-2005 Adopted Budget. Funding for FY 2005-2006 will be requested during the annual budget process for FY 2005-2006. The Amendment is effective upon Board approval.
2. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to the existing DMH LE Agreement No. DMH-01849 with WCIL and establish as a new MCA the aggregate of the original Agreement and all amendments, provided that: 1) the County's total payments to the contractor under the Agreement for this fiscal year shall not exceed an increase of 20 percent from the applicable revised MCA; 2) any such increase shall be used to provide additional services or to reflect program and/or

policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer (CAO) or their designees is obtained prior to any such Amendment; 5) the parties may, by written Amendment, mutually agree to reduce programs or services without reference to the 20 percent limitation; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

DMH's Budget Stakeholder process identified a critical need for the mental health continuum of care to be augmented by client-run peer advocacy supportive services. Such services, in conjunction with mental health services, help and support clients transitioning from higher to lower levels of care.

In order to accomplish this goal, DMH intends to amend its contract with the WCIL to provide training for clients who are in recovery from a mental illness to provide peer advocacy services. Once trained, these individuals will be eligible for employment with DMH or one of its contractors to provide peer advocacy services.

At this time, approval is being requested to amend the Agreement with WCIL as the recommended increase of \$50,000 to the MCA is not within DMH's delegated authority. This amount of \$50,000 will increase the MCA from \$92,599 to \$142,599 for FYs 2004-2005 and 2005-2006.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the County's Organizational Goal No. 3, "Organizational Effectiveness," and Programmatic Goal No. 6, "Community Services," within the Countywide Strategic Plan. Board approval of this Amendment will enable DMH to make FY 2004-2005 and FY 2005-2006 payments to WCIL and strengthen the mental health services delivery system.

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

For FY 2004-2005 the increased MCA of \$50,000 will be fully funded by Sales Tax Realignment revenue included in DMH's FY 2004-2005 Adopted Budget. Funding for

FY 2005-2006 will be requested during the annual budget process. WCIL's revised MCA will total \$142,599 each for FY 2004-2005 and for FY 2005-2006.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

WCIL, Inc. is a non-profit community organization located in Supervisorial District 2, Mental Health Service Area 5. WCIL advocates, educates, and provides primarily peer-conducted services to its consumers and the community.

WCIL provides case management support services to approximately 125 individuals with severe mental disabilities that enable these clients to live independently in the community. Independent living and case management support services are specifically designed to facilitate the process of rehabilitation and to enhance the individual's ability to function optimally.

The Board action being requested will provide WCIL with additional resources to further enhance services, particularly in the area of Peer Advocacy Training that will prepare individuals for employment.

At this time, Board approval is being requested to amend the Agreement with WCIL as the recommended increase of \$50,000 to the MCA is not within DMH's delegated authority.

The attached Amendment format has been approved as to form by the County Counsel. The CAO and DMH's Fiscal and Program Administrations have reviewed the proposed actions.

CONTRACTING PROCESS

This subject does not apply.

IMPACT ON CURRENT SERVICES

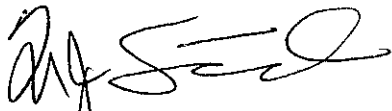
Approval of this Amendment will enable DMH to continue to augment current levels of program entitlement services in critically needed areas throughout Los Angeles County.

The Honorable Board of Supervisors
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CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,



Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:MY:RK:CK:ds

Attachment

c: Chief Administrative Officer
County Counsel
Chairperson, Mental Health Commission

DS:WCIL

CONTRACT NO. DMH-01849

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this ____ day of _____, 2004, by and between the COUNTY OF LOS ANGELES (hereafter "County") and Westside Center for Independent Living, Inc. (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated June 29, 2004, identified as County Agreement No. DMH-01849, and any subsequent amendments (hereafter collectively "Agreement"); and

WHEREAS, for Fiscal Years 2004-2005 and 2005-2006, County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, for Fiscal Years 2004-2005 and 2005-2006, County and Contractor intend to amend Agreement to add Sales Tax Realignment revenue funds in the amount of \$50,000 to the Maximum Contract Amount to provide additional peer advocacy training sessions; and

WHEREAS, for Fiscal Years 2004-2005 and 2005-2006, the revised Maximum Contract Amounts will be \$142,599, respectively; and

WHEREAS, for Fiscal Year 2004-2005 and any subsequent fiscal years, County and Contractor intend to amend Agreement to add the following Board

mandated clause: "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. PART 76)".

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph B (Reimbursement for Initial Period) and Subparagraph C (1) (Reimbursement If Agreement Is Automatically Renewed) shall be deleted in their entirety and the following substituted therefor:

"B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED NINETY-NINE DOLLARS (\$142,599) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the Maximum Contract Amount has been incurred.

Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 58 (NOTICES).

C. Reimbursement if Agreement Is Automatically Renewed:

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED NINETY-NINE DOLLARS (\$142,599) and shall consist of County, State, and/or Federal funds as shown on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the First Automatic Renewal Period. Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 58 (NOTICES).

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2. Paragraph 59 (CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76), shall be added to the Agreement:

"59. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material

breach of this Agreement upon which the County may immediately terminate or suspend this Agreement."

3. The Financial Summary for Fiscal Year 2004-2005 shall be deleted in its entirety and replaced with Financial Summary - 1 for Fiscal Year 2004-2005, attached hereto and incorporated herein by reference. All references in Agreement to the Financial Summary for Fiscal Year 2004-2005 shall be deemed amended to state "Financial Summary - 1 for Fiscal Year 2004-2005."
4. The Financial Summary for Fiscal Year 2005-2006 shall be deleted in its entirety and replaced with Financial Summary - 1 for Fiscal Year 2005-2006, attached hereto and incorporated herein by reference. All references in Agreement to the Financial Summary for Fiscal Year 2005-2006 shall be deemed amended to state "Financial Summary - 1 for Fiscal Year 2005-2006."
5. Contractor shall provide services in accordance with the Contractor's Fiscal Year 2003-2004 Negotiation Package for this Agreement and any addenda thereto approved in writing by Director.
6. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By: _____
Richard Mason, Deputy
County Counsel

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

Westside Center for Independent
Living, Inc.

CONTRACTOR

By _____

Name Mary Ann Jones

Title Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

revised: 9/15/04